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DEPONENT Joseph M. Howard, Jr.

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

C.A. No. 04-11836RCL

TRANS-SPEC TRUCK SERVICE, INC.)
D/B/A TRUCK SERVICE,)
Plaintiff)
vs.)
CATERPILLAR, INC.,)
Defendant)

AUDIOVISUAL DEPOSITION OF JOSEPH
M. HOWARD, JR., a witness called on
behalf of the Defendant, pursuant to
Massachusetts Rules of Civil Procedure,
before Susan E. Wilson, Registered
Professional Reporter and Notary Public
in and for the Commonwealth of
Massachusetts, at the Law Offices of
Campbell, Campbell, Edwards & Conroy,
One Constitution Plaza, Boston,
Massachusetts, on Tuesday, May 3, 2005,
commencing at 9:43 a.m.

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William Barton, Videographer

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EXHIBIT

A

<p style="text-align: right;">65</p> <p>1 I'm a very faithful person, and I really</p> <p>2 had to take all of this under</p> <p>3 consideration.</p> <p>4 Q. What research did you do the next day in</p> <p>5 order to learn that Hartford was not</p> <p>6 within Southworth Milton's district?</p> <p>7 A. I believe I called Harry Calderbank.</p> <p>8 Q. What did you say to him and what did he</p> <p>9 say to you?</p> <p>10 A. I was -- at that point, I think I had</p> <p>11 called Harry on concessions of the</p> <p>12 multiple purchase of Caterpillar engines</p> <p>13 versus the M11 Cummins. And Harry</p> <p>14 informed me that -- and I'm not even</p> <p>15 sure if this was before or after the</p> <p>16 conversation with Kevin Holmes, but he</p> <p>17 informed me that Hartford wasn't in his</p> <p>18 district, that I would have to deal with</p> <p>19 New Haven.</p> <p>20 Q. Did he tell you the company that you</p> <p>21 would have to deal with if you bought</p> <p>22 these trucks in Connecticut?</p> <p>23 A. Well, I know the Caterpillar dealer in</p> <p>24 New Haven. I can't even think of the</p>	<p style="text-align: right;">67</p> <p>1 warranty, the cost of warranty, the</p> <p>2 discounting and, of course, who would</p> <p>3 stand behind their warranty the best.</p> <p>4 Q. In the conversation with Mr. Calderbank</p> <p>5 comparing the Cummins M11 and the C-12,</p> <p>6 what did he tell you about relative</p> <p>7 performance?</p> <p>8 A. He showed me comparison charts between</p> <p>9 the two engines, economy charts. The --</p> <p>10 Q. I'm sorry. I interrupted you. Finish</p> <p>11 your answer.</p> <p>12 A. I was primarily done. I wanted it to be</p> <p>13 Caterpillar.</p> <p>14 Q. Did you keep those charts that he showed</p> <p>15 you?</p> <p>16 A. No. No. Not that long.</p> <p>17 Q. What do you remember them showing that</p> <p>18 was of interest to you?</p> <p>19 A. Torque curve, actual power, gross</p> <p>20 horsepower, grade ability versus</p> <p>21 economy. One of the big things that he</p> <p>22 was selling was the cleanliness of the</p> <p>23 Caterpillar versus the Cummins. I</p> <p>24 believe he said the Cummins is the --</p>
<p style="text-align: right;">66</p> <p>1 name.</p> <p>2 Q. H.O. Penn?</p> <p>3 A. Yes. That is what it was.</p> <p>4 Q. Did Mr. Calderbank tell you that if you</p> <p>5 purchased these trucks from the</p> <p>6 Connecticut dealership that you would</p> <p>7 have to deal with H.O. Penn in terms of</p> <p>8 servicing for the engines?</p> <p>9 A. Yes. Or warranty for the engines or</p> <p>10 concessions for the engines. Anything</p> <p>11 about the engine, he couldn't help me.</p> <p>12 He could fix them. He could fix</p> <p>13 anybody's Caterpillar, but he couldn't</p> <p>14 offer any assistance on the financial</p> <p>15 arrangement.</p> <p>16 Q. You mentioned having talked with Mr.</p> <p>17 Calderbank about concessions on</p> <p>18 purchasing multiple engines relative to</p> <p>19 the Cummins engine. Tell me about that</p> <p>20 conversation. What did you say and what</p> <p>21 did he say?</p> <p>22 A. I really don't recall the exact</p> <p>23 conversation, but it was about</p> <p>24 performance, about weight, about the</p>	<p style="text-align: right;">68</p> <p>1 M11 is the dirtiest engine on the</p> <p>2 market.</p> <p>3 Q. Does that mean it has high emissions?</p> <p>4 A. I think, internally, soot. Soot in the</p> <p>5 oil, if you do an oil analysis.</p> <p>6 Q. Anything else that you remember him</p> <p>7 telling you about relative performance</p> <p>8 of the Cummins engine and the C-12?</p> <p>9 A. He knew I wanted to be talked out of it.</p> <p>10 So it really wasn't a heated</p> <p>11 conversation of any kind. I wanted to</p> <p>12 be talked out of it. I wanted him to</p> <p>13 match what they were trying to sell me.</p> <p>14 Q. Have you given me your best memory of</p> <p>15 the information that Mr. Cummins gave</p> <p>16 you in the conversation that you had</p> <p>17 with him comparing the M11 Cummins</p> <p>18 engine to the C-12?</p> <p>19 MS. REIMER: Objection</p> <p>20 as to form.</p> <p>21 A. I didn't quite understand it.</p> <p>22 MS. REIMER: You got the</p> <p>23 wrong name in there.</p> <p>24 Q. Have you given me your best and most</p>

1 complete memory of your conversation you
 2 had with Mr. Calderbank comparing the
 3 Cummins engine and the C-12 engine?
 4 **A. Yes.**
 5 **Q.** He also talked to you about relative
 6 weights of the two engines?
 7 **A. Yes.**
 8 **Q.** C-12 was lighter?
 9 **A. No.**
 10 **Q.** C-12 was heavier?
 11 **A. He said they were the same. There was**
 12 **about 60 pounds difference.**
 13 **Q.** What did he tell you about relative
 14 warranties?
 15 **A. They were the same.**
 16 **Q.** Did he describe the warranties other
 17 than just telling you that they were the
 18 same?
 19 **A. I believe he called it a serious**
 20 **nucleus, and he gave us literature**
 21 **showing everything that it covered.**
 22 **Q.** Was so-called serious nucleus coverage
 23 something that you had on other
 24 Caterpillar engines that you already

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1 owned?
 2 **A. Everything, yes.**
 3 **Q.** Technically speaking, it was an extended
 4 service contract that you purchased,
 5 correct?
 6 **A. Yes.**
 7 **Q.** When I say that you purchased, either
 8 you purchased it by paying money or you
 9 got it as part of the overall
 10 transaction whereby you purchased the
 11 truck with the Caterpillar engine in it?
 12 **A. Yes. Had a figure -- had a cost figure**
 13 **on it. If you didn't want it and wanted**
 14 **the money, I don't think they would give**
 15 **it to you. No. It did have a cost**
 16 **figure. It had a value.**
 17 **Q.** Let me just show you a document. What I
 18 have got is a package of documents
 19 contained with a letter from your
 20 attorneys. I'm just going to hand it to
 21 you in that form. But I will ask you to
 22 look at the third page of the document,
 23 third page, including the first page,
 24 which is your attorney's letter, and ask

1 you if that is the serious nucleus
 2 coverage that you understood Mr.
 3 Calderbank to be talking about. It's a
 4 two-sided document.
 5 **A. All I really remember is I did see a**
 6 **list of numbers on a page, and this**
 7 **would have been explained to me, and**
 8 **then Andy would have -- he is my**
 9 **technical guy -- he would have taken it**
 10 **from there.**
 11 **Q.** Andy Lind?
 12 **A. Yes.**
 13 **Q.** The document that I have shown you that
 14 says on the front of it On Highway
 15 Vehicle Engine Extended Service
 16 Coverage, is that a form of document
 17 that Mr. Calderbank showed you in
 18 connection with these conversations he
 19 was having with you concerning --
 20 **A. He never showed me a document.**
 21 **Q.** You had seen a document of this type
 22 before in connection with your other
 23 Caterpillar engines, correct?
 24 **A. I don't remember ever seeing it. I**

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1 **possibly could have, but I don't recall**
 2 **it.**
 3 **Q.** In the conversation that you had with
 4 Mr. Calderbank concerning the warranty,
 5 relative warranties as to the Cummins
 6 engine or the C-12 engine, although he
 7 didn't show you the document, did he
 8 tell you what the coverage would be?
 9 **A. Yes, he did.**
 10 **Q.** What did he say?
 11 **A. He said it would be a 500,000 mile**
 12 **extended warranty.**
 13 **Q.** Did he tell you anything else?
 14 **A. He told me what it would cover and what**
 15 **it wouldn't cover.**
 16 **Q.** What did he tell you on that subject?
 17 **A. All the heavy parts after a certain**
 18 **time. I don't believe it would cover --**
 19 **on the extended it wouldn't cover a**
 20 **turbocharger or injector or an ECM or**
 21 **something like that, but as far as the**
 22 **internal combustion parts, pistons,**
 23 **valves, crankshaft, timing gears,**
 24 **totally everything.**

<p style="text-align: right;">109</p> <p>1 specifications for these trucks?</p> <p>2 A. I had run across them not too long ago.</p> <p>3 I don't believe that we have -- we still</p> <p>4 have them.</p> <p>5 Q. When did you last see them?</p> <p>6 A. It could have been a couple of years</p> <p>7 ago. I really don't recall.</p> <p>8 Q. Where were they when you saw them?</p> <p>9 A. I don't know if they were in my</p> <p>10 briefcase. I continually throw things</p> <p>11 away. Old things get thrown away.</p> <p>12 Whether it's my briefcase or my desk or</p> <p>13 what have you, things I don't have to</p> <p>14 keep, I don't keep.</p> <p>15 Q. During the process whereby Mr. Medbery</p> <p>16 sent you these line sheets and corrected</p> <p>17 line sheets and you then spoke with him</p> <p>18 about changes to them, during the period</p> <p>19 that that process was going on, did you</p> <p>20 have any communications with Mr.</p> <p>21 Calderbank or anyone else employed by</p> <p>22 Southworth-Milton or Caterpillar</p> <p>23 concerning the engines that were to be</p> <p>24 in these trucks?</p>	<p style="text-align: right;">111</p> <p>1 these trucks?</p> <p>2 A. Retail.</p> <p>3 Q. What do you mean by that?</p> <p>4 A. A truck with, they call it, a big bore</p> <p>5 engine has a higher resale than a</p> <p>6 smaller engine.</p> <p>7 Q. Other than resale value, was there</p> <p>8 anything about the performance</p> <p>9 characteristics or the quality or the</p> <p>10 accessories or the equipment on a 3406E</p> <p>11 that caused you to be interested in that</p> <p>12 as a possible alternative to a C-12 for</p> <p>13 these trucks?</p> <p>14 A. No.</p> <p>15 Q. Was it you who raised the subject with</p> <p>16 Mr. Calderbank about possibly having the</p> <p>17 trucks equipped with a 3406E, or did Mr.</p> <p>18 Calderbank raise that possibility?</p> <p>19 A. I did.</p> <p>20 Q. Had Mr. Medbery, or anyone from</p> <p>21 Minuteman, suggested the possibility of</p> <p>22 a 3406E?</p> <p>23 A. No.</p> <p>24 Q. So you raised, during this period of</p>
<p style="text-align: right;">110</p> <p>1 A. Yes.</p> <p>2 Q. Who did you have those conversations or</p> <p>3 communications with?</p> <p>4 A. Primarily Harry Calderbank.</p> <p>5 Q. Anybody other than Harry Calderbank?</p> <p>6 A. I'm sure I had spoken to Al Cardoza, but</p> <p>7 I don't really recall a specific</p> <p>8 conversation.</p> <p>9 Q. During the period where you are going</p> <p>10 back and forth with Mr. Medbery about</p> <p>11 these line sheets, what were the</p> <p>12 communications you had with Mr.</p> <p>13 Calderbank concerning the engines that</p> <p>14 you wanted to be in these trucks that</p> <p>15 you were discussing?</p> <p>16 A. We discussed other Caterpillar engines</p> <p>17 also and the weight factor between at</p> <p>18 that time a 3406E. It was 600 pounds</p> <p>19 and it was just too heavy, so we</p> <p>20 reverted back to the C-12, and it had</p> <p>21 been working out, so we decided on that,</p> <p>22 and then he told me about the</p> <p>23 discounting.</p> <p>24 Q. Why were you considering a 3406E for</p>	<p style="text-align: right;">112</p> <p>1 time, with Mr. Calderbank about a 3406E,</p> <p>2 and you and he discussed the weight</p> <p>3 penalty that that would entail?</p> <p>4 A. Yes.</p> <p>5 Q. The weight penalty was more than you</p> <p>6 wanted to pay basically, correct?</p> <p>7 A. Yes.</p> <p>8 Q. You also said that during this period of</p> <p>9 time you discussed discounting with Mr.</p> <p>10 Calderbank. What discussion was had on</p> <p>11 the subject of discounting?</p> <p>12 A. Basically, how bad do you want my</p> <p>13 business?</p> <p>14 Q. What did you say to him and what did he</p> <p>15 say to you?</p> <p>16 A. I believe he had given us or offered us</p> <p>17 an extra \$500 discount off of each</p> <p>18 engine over and above what the dealer</p> <p>19 could get from Sterling itself on an OEM</p> <p>20 basis and free of charge extended</p> <p>21 500,000 mile warranty.</p> <p>22 Q. So is that what you and he discussed in</p> <p>23 terms of discounting?</p> <p>24 A. What we had to do was match the M11</p>

<p style="text-align: right;">225</p> <p>1 Q. During the year 2004, did Minuteman do</p> <p>2 any work, non-engine work, on these</p> <p>3 trucks?</p> <p>4 A. No.</p> <p>5 Q. Did Trans-Spec do non-engine work on the</p> <p>6 trucks?</p> <p>7 A. Yes.</p> <p>8 Q. Why did Trans-Spec stop using Minuteman</p> <p>9 for non-engine work on these trucks in</p> <p>10 2004?</p> <p>11 A. Trucks were out of warranty.</p> <p>12 Q. Any other reason?</p> <p>13 A. Not really.</p> <p>14 Q. Had you been satisfied with the service</p> <p>15 that Trans-Spec had received from</p> <p>16 Minuteman Truck with respect to work on</p> <p>17 these trucks or these engines?</p> <p>18 A. Yes.</p> <p>19 Q. You would have no complaints for that</p> <p>20 work?</p> <p>21 A. I have complaints with everything.</p> <p>22 Q. You had no complaints about Minuteman's</p> <p>23 work more than you have complaints about</p> <p>24 any other dealership's work?</p>	<p style="text-align: right;">227</p> <p>1 A. Milton CAT and the Tri-State</p> <p>2 Freightliner.</p> <p>3 Q. Trans-Spec hasn't done any?</p> <p>4 A. No.</p> <p>5 Q. Up until the time when you learned from</p> <p>6 Minuteman that Caterpillar had told that</p> <p>7 it would not pay for engine work that</p> <p>8 you would take the truck or sent the</p> <p>9 truck to Minuteman for, had you had any</p> <p>10 discussions with anyone from Southworth</p> <p>11 or anyone from Caterpillar concerning</p> <p>12 engine problems that you were having</p> <p>13 with the Sterling trucks?</p> <p>14 A. Yes.</p> <p>15 Q. When did you first have a discussion on</p> <p>16 that subject with someone from</p> <p>17 Southworth or from Caterpillar?</p> <p>18 A. We consistently had discussions with</p> <p>19 Harry Calderbank and Al Cardoza.</p> <p>20 Q. When did you have the first such</p> <p>21 discussion with one of those two</p> <p>22 gentlemen?</p> <p>23 A. When things started getting more</p> <p>24 non-coincidental.</p>
<p style="text-align: right;">226</p> <p>1 A. That's a true statement.</p> <p>2 Q. In the year 2004, other than Trans-Spec</p> <p>3 itself, who performed non-engine work on</p> <p>4 these trucks?</p> <p>5 A. Just Trans-Spec.</p> <p>6 Q. So all of the non-engine work in 2004</p> <p>7 was done by Trans-Spec?</p> <p>8 A. Correct.</p> <p>9 Q. And is that true for 2005 as well?</p> <p>10 A. Yes.</p> <p>11 Q. In 2004, who did the engine work on the</p> <p>12 engines in the Sterling trucks?</p> <p>13 A. Milton CAT or Tri-State Freightliner.</p> <p>14 Q. Did Trans-Spec do any engine work in</p> <p>15 2004 on these trucks?</p> <p>16 A. In the very beginning, I believe we did.</p> <p>17 Q. What kind of engine work?</p> <p>18 A. Whatever we had to.</p> <p>19 Q. Do you remember what that was?</p> <p>20 A. Flywheel housings.</p> <p>21 Q. Anything else?</p> <p>22 A. I don't recall anything else.</p> <p>23 Q. Then in 2005, who has done engine work</p> <p>24 on these trucks?</p>	<p style="text-align: right;">228</p> <p>1 Q. Can you bracket when that was?</p> <p>2 A. It's pretty tough to say. As long as</p> <p>3 they were accepting responsibility in</p> <p>4 repairing them, I really didn't complain</p> <p>5 much. The frequency was, you know, kind</p> <p>6 of tough.</p> <p>7 And trying to get a</p> <p>8 truck fixed in a reasonable amount of</p> <p>9 time was sometimes a problem where I</p> <p>10 would call Harry and say, Okay, Harry,</p> <p>11 where do we go? And he would try to</p> <p>12 find us a place to get the truck fixed</p> <p>13 in short order. That was his job.</p> <p>14 But when all of a sudden</p> <p>15 we have two trucks down, three trucks</p> <p>16 down, four trucks down, I believe that</p> <p>17 was by 2000 -- late 2002, mid 2002, just</p> <p>18 an estimate, but now it was a concern,</p> <p>19 and that's when they denied a claim and</p> <p>20 we were in trouble.</p> <p>21 Q. Let me ask you this. You mentioned</p> <p>22 dispatchers. Do the dispatchers at</p> <p>23 Trans-Spec, in order to do their job,</p> <p>24 have some type of document in front of</p>

<p style="text-align: right;">229</p> <p>1 them that lists out all of the trucks</p> <p>2 that they are going to be -- all the</p> <p>3 trucks that might be dispatched for work</p> <p>4 on a particular day?</p> <p>5 A. Yes.</p> <p>6 Q. And do those forms that the dispatchers</p> <p>7 use identify Trans-Spec trucks that are</p> <p>8 out of service on that day?</p> <p>9 A. What a coincidence. Yes.</p> <p>10 Q. So if I wanted to know specific days</p> <p>11 when particular trucks were out of</p> <p>12 service, I could learn that by looking</p> <p>13 at those dispatcher forms, if they are</p> <p>14 still in existence, correct?</p> <p>15 A. Yes.</p> <p>16 Q. And has Trans-Spec kept those dispatcher</p> <p>17 forms for the last several years?</p> <p>18 A. Yes.</p> <p>19 Q. Where are they located?</p> <p>20 A. 22 Eskow Road.</p> <p>21 Q. Are they located in the storage trailer</p> <p>22 there, or are they located somewhere</p> <p>23 else?</p> <p>24 A. No. They are on the dispatch system.</p>	<p style="text-align: right;">231</p> <p>1 dispatcher forms?</p> <p>2 A. Or just have them print it out.</p> <p>3 Q. Well, whether you are looking at them on</p> <p>4 the screen or getting them printed out,</p> <p>5 that would be the easiest and most</p> <p>6 effective way to know exactly when those</p> <p>7 trucks were out of service, correct?</p> <p>8 A. Absolutely.</p> <p>9 Q. Those forms wouldn't tell you why they</p> <p>10 were out of service, but they would tell</p> <p>11 you whether they were out of service or</p> <p>12 not, right?</p> <p>13 A. Yes.</p> <p>14 Q. I understand that in June of 2004, you</p> <p>15 attended a meeting at Southworth</p> <p>16 Milton's place of business in Milford,</p> <p>17 Massachusetts that was attended by</p> <p>18 yourself and maybe some other people</p> <p>19 from Trans-Spec and some people from</p> <p>20 Caterpillar and some people from</p> <p>21 Southworth. Do you remember that</p> <p>22 meeting?</p> <p>23 A. Yes, I do.</p> <p>24 Q. Was that the first meeting that you had</p>
<p style="text-align: right;">230</p> <p>1 Q. So they are actually electronically</p> <p>2 stored?</p> <p>3 A. Yes.</p> <p>4 Q. How far back do those records exist?</p> <p>5 A. 1996.</p> <p>6 Q. So for each day between the day in early</p> <p>7 2000 when these trucks went into service</p> <p>8 up until today, there would be a</p> <p>9 dispatcher form that would tell us which</p> <p>10 of the trucks was in service or out of</p> <p>11 service on that day, correct?</p> <p>12 A. Yes. That's correct.</p> <p>13 Q. What would be involved in printing out</p> <p>14 those forms?</p> <p>15 A. Not much.</p> <p>16 Q. It would be an easy thing to do?</p> <p>17 A. Yes.</p> <p>18 Q. As you sit here today, you probably</p> <p>19 can't tell me the specific days when</p> <p>20 each of these 22 Sterling trucks were</p> <p>21 out of service, can you?</p> <p>22 A. No. I can't.</p> <p>23 Q. Would the best way of getting that</p> <p>24 information be by looking at those</p>	<p style="text-align: right;">232</p> <p>1 related to these trucks and engines with</p> <p>2 people who were actually Caterpillar</p> <p>3 employees as distinct from</p> <p>4 Southworth-Milton employees?</p> <p>5 MS. REIMER: Objection.</p> <p>6 A. Yes.</p> <p>7 Q. Before that meeting, had you had any</p> <p>8 conversation with people who were</p> <p>9 actually Caterpillar employees as</p> <p>10 distinct from Southworth-Milton</p> <p>11 employees about these trucks or engines?</p> <p>12 A. I really never knew the difference.</p> <p>13 Q. Before that meeting, you had had</p> <p>14 conversations about these trucks and</p> <p>15 engines with Mr. Calderbank and Mr.</p> <p>16 Cardoza, right?</p> <p>17 A. Amongst others, yes.</p> <p>18 Q. Who are the others?</p> <p>19 A. There was a fellow in a wheelchair.</p> <p>20 Q. What was that fellow's name?</p> <p>21 A. I really don't recall.</p> <p>22 Q. Where did you have a conversation with</p> <p>23 him?</p> <p>24 A. I seen him a few different -- once in</p>

<p style="text-align: right;">233</p> <p>1 Milton. Once on my property. There was</p> <p>2 a fellow named Gary Blood.</p> <p>3 Q. You mentioned him earlier?</p> <p>4 A. Right.</p> <p>5 Q. Anybody else?</p> <p>6 A. There was -- there were plenty of</p> <p>7 others, but one time here and one time</p> <p>8 there and...</p> <p>9 Q. Can you name any of them?</p> <p>10 A. I really -- I'm not the greatest on</p> <p>11 names.</p> <p>12 Q. Now, returning to this meeting in June</p> <p>13 2005, you attended it and who else from</p> <p>14 Trans-Spec attended it?</p> <p>15 A. Robert Barton.</p> <p>16 Q. Anybody else?</p> <p>17 A. From Trans-Spec, no.</p> <p>18 Q. Who else was present at that meeting?</p> <p>19 A. Troy. I really can't recall his last</p> <p>20 name. He was from Caterpillar.</p> <p>21 Q. Guidotti, or something like that?</p> <p>22 A. Something like that.</p> <p>23 Q. I am not sure I am pronouncing it right.</p> <p>24 But his first name was Troy and he was</p>	<p style="text-align: right;">235</p> <p>1 Mr. Guidotti and Al Cardoza and someone</p> <p>2 else who you can't --</p> <p>3 A. Bill Wicher.</p> <p>4 Q. -- you can't recall from SMI, Mr. Bumpus</p> <p>5 and Bob from Sterling and also Mr.</p> <p>6 Wicher?</p> <p>7 A. Yes.</p> <p>8 Q. Bill Wicher?</p> <p>9 A. Bill Wicher from Minuteman Trucks.</p> <p>10 Q. Anybody else there?</p> <p>11 A. I believe that was it.</p> <p>12 Q. Did anyone participate by telephone?</p> <p>13 A. No.</p> <p>14 Q. Do you remember what time of the day the</p> <p>15 meeting was?</p> <p>16 A. I really don't. I'm picturing</p> <p>17 mid-morning.</p> <p>18 Q. Do you remember how long the meeting</p> <p>19 lasted?</p> <p>20 A. An hour, hour and a half.</p> <p>21 Q. Did you make any notes during the</p> <p>22 meeting?</p> <p>23 A. No. I have -- Bob did.</p> <p>24 Q. Mr. Barton made notes?</p>
<p style="text-align: right;">234</p> <p>1 from Caterpillar?</p> <p>2 A. Yes.</p> <p>3 Q. Did he give you a card?</p> <p>4 A. He did.</p> <p>5 Q. It said Caterpillar on it?</p> <p>6 A. Oh, yeah.</p> <p>7 Q. Who else was at the meeting?</p> <p>8 A. Al Cardoza from Southworth. There was</p> <p>9 somebody else there from Southworth.</p> <p>10 There was Mike Bumpus.</p> <p>11 Q. Who is Mike Bumpus?</p> <p>12 A. He is the district rep for Sterling.</p> <p>13 Q. Who else was there?</p> <p>14 A. I believe he is with Sterling, yes.</p> <p>15 Then there was another rep from</p> <p>16 Sterling.</p> <p>17 Q. You don't remember his name?</p> <p>18 A. I will think of his name. Something</p> <p>19 like Bob White or Bob.</p> <p>20 Q. Bob, someone from Sterling?</p> <p>21 A. Yes. I have been dealing with him</p> <p>22 forever because he was with Freightliner</p> <p>23 prior to being with Sterling.</p> <p>24 Q. Other than yourself and Mr. Barton and</p>	<p style="text-align: right;">236</p> <p>1 A. Yes.</p> <p>2 Q. Are those notes still in existence?</p> <p>3 A. I believe, yes.</p> <p>4 Q. Are they handwritten notes?</p> <p>5 A. With Bob I'm sure he put them in type.</p> <p>6 He is pretty good.</p> <p>7 Q. Are these notes that were made at the</p> <p>8 meeting itself?</p> <p>9 A. Yes.</p> <p>10 Q. So these aren't documents that were</p> <p>11 prepared in anticipation of the meeting?</p> <p>12 A. No.</p> <p>13 Q. Did you take to that meeting any</p> <p>14 documents to use at the meeting?</p> <p>15 A. Yes.</p> <p>16 Q. Were those documents that have now been</p> <p>17 marked Exhibits 9 through 30?</p> <p>18 A. I believe so.</p> <p>19 Q. They were in some sort of notebook at</p> <p>20 that time, right?</p> <p>21 A. Yes.</p> <p>22 Q. Did you take any additional documents to</p> <p>23 that meeting?</p> <p>24 A. I don't believe I did. I think that's</p>

<p style="text-align: right;">237</p> <p>1 what we had.</p> <p>2 Q. Did anyone at that meeting supply you or</p> <p>3 Mr. Barton with any documents during the</p> <p>4 course of the meeting?</p> <p>5 A. When a question was asked, the fellow</p> <p>6 that had all the information was Al</p> <p>7 Cardoza. He had every history from</p> <p>8 every truck I had ever owned right back</p> <p>9 from day one.</p> <p>10 Q. He had a large volume of documents with</p> <p>11 him?</p> <p>12 A. I think he -- I don't know if he had it</p> <p>13 on his Palm Pilot. I really don't know.</p> <p>14 But he opened up a book, and any</p> <p>15 question that was asked he read off on</p> <p>16 this date and this date, this was done,</p> <p>17 and so on.</p> <p>18 Q. Did Mr. Cardoza supply you or Mr. Barton</p> <p>19 with any of the documents that he was</p> <p>20 looking at?</p> <p>21 A. No.</p> <p>22 Q. When you left that meeting with Mr.</p> <p>23 Barton, did you take any documents away</p> <p>24 with you?</p>	<p style="text-align: right;">239</p> <p>1 was to make this go away, and we just</p> <p>2 didn't want to hurt anybody. We just</p> <p>3 wanted our trucks fixed, be reimbursed</p> <p>4 for what we had spent and basically get</p> <p>5 a wholesale price on a truck and an</p> <p>6 engine, or we discussed it anyway.</p> <p>7 We got out of it they</p> <p>8 are going to fix the trucks. And Troy</p> <p>9 basically confirmed what we were being</p> <p>10 told by the Milton employees that,</p> <p>11 historically, Caterpillar will make this</p> <p>12 up to us. And the term that Troy used,</p> <p>13 for the first time I heard at that</p> <p>14 meeting, was that Caterpillar will make</p> <p>15 you whole.</p> <p>16 So we left feeling very</p> <p>17 confident that we felt great. This</p> <p>18 thing is going to go away, and we are</p> <p>19 going to be back where we once were with</p> <p>20 Caterpillar by our side and we would be</p> <p>21 happy again.</p> <p>22 Q. Did you ask Mr. Guidotti what he meant</p> <p>23 when he said Caterpillar will make you</p> <p>24 whole?</p>
<p style="text-align: right;">238</p> <p>1 A. No. Just our own book.</p> <p>2 Q. Give me your best memory of what</p> <p>3 happened at that meeting and who said</p> <p>4 what to whom?</p> <p>5 A. Ed Blake is the other guy from Sterling.</p> <p>6 I always do that.</p> <p>7 Q. His first name wasn't Bob, it was Ed?</p> <p>8 A. No, it was Ed. Close, though. It only</p> <p>9 has a couple of letters in it.</p> <p>10 Q. Tell me what happened in the meeting and</p> <p>11 who said what to whom?</p> <p>12 A. Everyone was pretty cordial. They</p> <p>13 wanted to take care of our problems, and</p> <p>14 I believe they did. And Troy said, We</p> <p>15 are going to start fixing the trucks or</p> <p>16 we are going to see about fixing the</p> <p>17 trucks. That's what he said.</p> <p>18 At the time, we wanted</p> <p>19 to get new trucks, so we were talking</p> <p>20 about can Caterpillar help us out. If</p> <p>21 we traded these trucks, if we sold these</p> <p>22 trucks outright, could we get a discount</p> <p>23 on new engines? Sterling was there.</p> <p>24 Could we get -- what we were looking for</p>	<p style="text-align: right;">240</p> <p>1 A. No.</p> <p>2 Q. Did he explain what he meant by that?</p> <p>3 A. Financially whole is what we were</p> <p>4 looking for, and we believed and so did</p> <p>5 the Sterling employees believed that's</p> <p>6 what he meant, also.</p> <p>7 Q. Tell me exactly what Mr. Guidotti said</p> <p>8 in the part of this conversation where</p> <p>9 he used that phrase.</p> <p>10 A. There were a lot of things said. That</p> <p>11 is the one thing that stuck in my mind,</p> <p>12 of course, because that was the most</p> <p>13 important statement made in the whole</p> <p>14 meeting.</p> <p>15 Q. Other than those words, do you remember</p> <p>16 the context, the sentence, the</p> <p>17 discussion that those words were stated</p> <p>18 in?</p> <p>19 A. That meeting wasn't as important as the</p> <p>20 next meeting.</p> <p>21 Q. I'm not interested in talking right now</p> <p>22 about the next meeting. I'm trying to</p> <p>23 understand what was actually said at the</p> <p>24 June meeting. You reported some words.</p>

<p style="text-align: right;">245</p> <p>1 the proposal of Sterling to help us</p> <p>2 market the trucks we have. They have</p> <p>3 access to, you know, probably a thousand</p> <p>4 truck lots owned by Freightliner which</p> <p>5 are -- they have a name for them.</p> <p>6 Select. Select Truck Centers are owned</p> <p>7 by Freightliner -- and maybe spread them</p> <p>8 out across the country, two here, two</p> <p>9 there and what have you, and sell us</p> <p>10 Caterpillar engines at a really good</p> <p>11 price and sell us a Sterling truck at a</p> <p>12 really good price. And we needed them</p> <p>13 by a certain time so that we could meet</p> <p>14 our contracts the following winter.</p> <p>15 Q. What did Mr. Bumpus and Mr. Blake</p> <p>16 respond to all of that?</p> <p>17 A. They couldn't get engines.</p> <p>18 Q. What do you mean they couldn't get</p> <p>19 engines?</p> <p>20 A. They were willing. They couldn't get</p> <p>21 engines. Caterpillar wouldn't bend one</p> <p>22 inch. They told us we could have</p> <p>23 Caterpillar engines by like February or</p> <p>24 something like that. They were all</p>	<p style="text-align: right;">247</p> <p>1 would be correct.</p> <p>2 Q. The first meeting was there any</p> <p>3 discussion specifically of the terms of</p> <p>4 the extended service contract that you</p> <p>5 had obtained way back when Trans-Spec</p> <p>6 took delivery of these trucks?</p> <p>7 A. No.</p> <p>8 Q. Was there any discussion of what that</p> <p>9 covered and what it didn't cover?</p> <p>10 A. No.</p> <p>11 Q. So that you just didn't talk about that</p> <p>12 document at the meeting, correct?</p> <p>13 A. Correct.</p> <p>14 Q. You didn't talk about the Caterpillar</p> <p>15 limited warranties with respect to these</p> <p>16 engines, correct?</p> <p>17 A. It wasn't that kind of a meeting.</p> <p>18 Q. Then there was a second meeting, and</p> <p>19 that occurred in August 2004?</p> <p>20 A. That sounds good.</p> <p>21 Q. Is it your memory that it was in August?</p> <p>22 A. My memory is it was either July or</p> <p>23 August.</p> <p>24 Q. That meeting also was at</p>
<p style="text-align: right;">246</p> <p>1 booked up.</p> <p>2 Q. What about trucks with different kinds</p> <p>3 of engines other than Caterpillar</p> <p>4 engines, could they get those?</p> <p>5 A. Could they have gotten those?</p> <p>6 Q. Did you discuss with them getting those?</p> <p>7 A. No. Not really.</p> <p>8 Q. Why not?</p> <p>9 A. It wouldn't help my problem.</p> <p>10 Q. What else was discussed at that meeting?</p> <p>11 A. You know, we had two meetings, and I'm</p> <p>12 confusing some things possibly being</p> <p>13 said at the second meeting. They are</p> <p>14 real close together. The same people</p> <p>15 were there except I don't think Bumpus</p> <p>16 and Ed Blake were at the second one, but</p> <p>17 Steve Schoening was.</p> <p>18 Q. I'm trying to --</p> <p>19 A. What I'm getting at is the events,</p> <p>20 there's a little bit in each meeting and</p> <p>21 I really -- I possibly could be getting</p> <p>22 some confused between the two, and I'm</p> <p>23 not sure if I am or not. They were</p> <p>24 almost combined meetings, so my answers</p>	<p style="text-align: right;">248</p> <p>1 Southworth-Milton in Milford?</p> <p>2 A. I believe it was.</p> <p>3 Q. Was Mr. Guidotti there?</p> <p>4 A. We were in a smaller office. I still</p> <p>5 believe it was there, though. Yes, he</p> <p>6 was there.</p> <p>7 Q. Mr. Schoening was there?</p> <p>8 A. Yes.</p> <p>9 Q. That is S-C-H-O-E-N-I-N-G.</p> <p>10 Did Mr. Schoening give</p> <p>11 you a card?</p> <p>12 A. Yes.</p> <p>13 Q. Had you met Mr. Schoening before?</p> <p>14 A. I'm not sure.</p> <p>15 Q. Had you spoken with Mr. Schoening</p> <p>16 before?</p> <p>17 A. No. I don't believe so.</p> <p>18 Q. Al Cardoza was there, right?</p> <p>19 A. Yes.</p> <p>20 Q. And you and Mr. Barton?</p> <p>21 A. Yes.</p> <p>22 Q. Other than Cardoza, was anyone else from</p> <p>23 Southworth-Milton there?</p> <p>24 A. I don't believe so.</p>

<p style="text-align: right;">249</p> <p>1 Q. No one from Sterling was there?</p> <p>2 A. No.</p> <p>3 Q. What about Bill Wicher, was he there?</p> <p>4 A. I believe he was there.</p> <p>5 Q. Was anyone else at that meeting?</p> <p>6 A. I don't think so.</p> <p>7 Q. Did you and Mr. Barton bring any</p> <p>8 documents to that meeting?</p> <p>9 A. I believe we did.</p> <p>10 Q. Were they the same documents that you</p> <p>11 had taken to the earlier meeting?</p> <p>12 A. Yes. And some things added to it</p> <p>13 probably.</p> <p>14 Q. What had been added to it?</p> <p>15 A. I really don't know. Some more of the</p> <p>16 same.</p> <p>17 Q. Did you take any notes at that meeting?</p> <p>18 A. No.</p> <p>19 Q. Did Mr. Barton take any notes at that</p> <p>20 meeting?</p> <p>21 A. I'm not sure. He usual does, though.</p> <p>22 Q. Have you seen any of these notes since</p> <p>23 the meeting?</p> <p>24 A. No. I have spoken to Bob Barton a few</p>	<p style="text-align: right;">251</p> <p>1 "We have got to get you rental trucks."</p> <p>2 And I said, "I can't. I don't think I</p> <p>3 can get rental trucks."</p> <p>4 Q. He responded what?</p> <p>5 A. He didn't.</p> <p>6 Q. What was the discussion on the subject</p> <p>7 of getting your trucks or Trans-Spec's</p> <p>8 trucks repaired more quickly? What was</p> <p>9 that discussion?</p> <p>10 A. He looked at Al to utilize the shop, you</p> <p>11 know, fixing a couple of trucks at once</p> <p>12 possibly in the shop. We had ten or</p> <p>13 eleven down at that meeting. And they</p> <p>14 were fixing them, but they would take</p> <p>15 two weeks to fix them or sometimes a</p> <p>16 month when they couldn't get a part.</p> <p>17 The truck with the bad</p> <p>18 engine, that truck was denied warranty</p> <p>19 over a year prior to us putting an</p> <p>20 engine in and buying. We paid \$20,000</p> <p>21 for an engine and we put it in.</p> <p>22 And then that flywheel</p> <p>23 housing failed and Southworth said, Gee,</p> <p>24 we don't warranty -- Caterpillar doesn't</p>
<p style="text-align: right;">250</p> <p>1 times. Not recently about the meeting,</p> <p>2 no.</p> <p>3 Q. Mr. Barton still works for Trans-Spec?</p> <p>4 A. Yes.</p> <p>5 Q. Did anyone supply you with any documents</p> <p>6 at that meeting?</p> <p>7 A. I don't believe so.</p> <p>8 Q. How long did that second meeting last?</p> <p>9 A. 45 minutes maybe, half hour, hour.</p> <p>10 Q. After you all got together in the</p> <p>11 meeting room, who was the first to speak</p> <p>12 other than simply introductions?</p> <p>13 A. Steve Schoening.</p> <p>14 Q. What did Mr. Schoening say?</p> <p>15 A. He said, "Hello, I'm Steve Schoening."</p> <p>16 He said, "I'm just here to tell you,"</p> <p>17 with his hands stuck out, "that this is</p> <p>18 absolutely not your fault and</p> <p>19 Caterpillar will make you whole."</p> <p>20 Q. Then what did he say?</p> <p>21 A. When the meeting was over, everybody</p> <p>22 talked a little bit about the problems,</p> <p>23 and he just wanted to get the trucks</p> <p>24 fixed at a faster rate. And he said,</p>	<p style="text-align: right;">252</p> <p>1 warranty that engine, so you have to</p> <p>2 give us back the old engine and take</p> <p>3 your new engine out and we'll fix your</p> <p>4 old engine.</p> <p>5 So here I am I still</p> <p>6 have a new engine. It is actually</p> <p>7 \$22,000 sitting on a stand with nothing.</p> <p>8 It was just thrown-away money because we</p> <p>9 were denied warranty.</p> <p>10 Q. You talked with Mr. Schoening about</p> <p>11 getting work done on the trucks more</p> <p>12 quickly. Mr. Schoening stuck out his</p> <p>13 hand and said that they would make you</p> <p>14 whole?</p> <p>15 A. He quoted what Troy had said, and Troy</p> <p>16 said the same thing at the last meeting.</p> <p>17 "This is not your fault."</p> <p>18 Q. What else did Mr. Schoening say at the</p> <p>19 meeting in August?</p> <p>20 A. The only important things he said was</p> <p>21 that and about getting us rental trucks.</p> <p>22 It was such a positive meeting. We</p> <p>23 didn't say much. Everybody else said it</p> <p>24 for us and told us exactly what we</p>

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO. 04-11836-RCL

_____)
TRANS-SPEC TRUCK SERVICE, INC.)
d/b/a TRUCK SERVICE,)
Plaintiff)
)
vs.)
)
CATERPILLAR INC.)
Defendant)
_____)

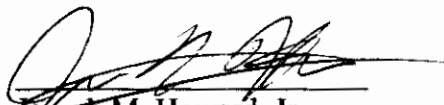
AFFIDAVIT OF JOSEPH M. HOWARD, JR.,
IN SUPPORT OF PLAINTIFF'S MOTION TO AMEND

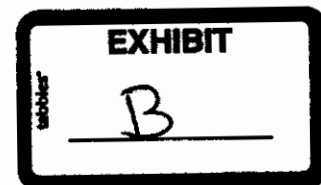
I, Joseph M. Howard, Jr., state:

1. I am the President of Trans-Spec Truck Service, d/b/a Truck Service ("Trans-Spec").
2. Trans-Spec initiated this litigation only after years of negotiation with Caterpillar Inc. ("Caterpillar") and its local agent and distributor, Southworth Milton, Inc. ("Milton"), failed to remedy its losses.
3. Trans-Spec declined to file suit during this time because it relied on assurances that Caterpillar would compensate it for the damages it suffered.
4. When Caterpillar repeatedly failed to make Trans-Spec whole for the damages it suffered, Trans-Spec reluctantly commenced this litigation on August 23, 2004.

SIGNED UNDER THE PENALTIES OF PERJURY THIS ____ DAY OF JUNE, 2005.

00922169


Joseph M. Howard, Jr.



UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

VS.

TRANS-SPEC TRUCK SERVICE, INC.,
Plaintiff,

vs.

ROBERT G. BARTON, JR.,
Defendant.

CIVIL ACTION
No. 0411836RCL

ADJUDICIAL DEPOSITION OF ROBERT G.
BARTON, JR., a witness called on behalf of the
Defendant, pursuant to Federal Rules of Civil
Procedure, before Carolyn J. Rogers, Certified
Shorthand Reporter and Notary Public, on and for the
convenience of the parties, at the offices of
Campbell, Campbell, Edwards & Conroy, One Court
Street, Boston, Massachusetts, on THURSDAY, MAY 17,
2005, commencing at 9:30 a.m.

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PROCEEDINGS

MR. GRUNERT: The witness is going to read
and sign the transcript under the pains and penalties
of perjury, but notarization of the signature is
waived. Objections except as to the form of the
question are reserved until the time of trial, and
motions to strike are reserved until the time of
trial.

THE VIDEOGRAPHER: We are now on the
record. The date is May 17, 2005. The time is
approximately 9:34 a.m. We are located in the
offices of Campbell, Campbell, Edwards and Conroy in
Boston, Massachusetts. The defendant in the case of
Trans-Spec Truck Services, Incorporated versus
Caterpillar, Incorporated, Civil Action No.
0411836RCL, will take the audiovisual deposition of
Mr. Robert Barton. My name is William Barton, no
relation to the defendant, of In-Court Technologies,
Boston, Massachusetts, and I am the videographer for
this deposition. The stenographer is Carolyn J.
Rogers of C. J. Reporting. At this time the
attorneys will introduce themselves for the record.

MR. GRUNERT: My name is John Grunert of
the firm of Campbell, Campbell, Edwards and Conroy.

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APPEARANCES:

JOHN A. GRUNERT, Esquire
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On behalf of the Defendant Caterpillar, Inc.

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On behalf of the Plaintiff
Trans-Spec Truck Service, Inc.

ALSO PRESENT:

William Barton, Videographer
In-Court Technologies

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I represent the defendant Caterpillar, Inc.

MR. SAMITO: Christian G. Samito of the
firm Donovan and Hatem, representing Mr. Barton and
Trans-Spec Truck Service, Inc.

THE VIDEOGRAPHER: The stenographer will
now swear in the witness.

ROBERT G. BARTON, JR.,
a witness called on behalf of the Defendant, having
first been satisfactorily identified by the
production of his driver's license and duly sworn by
the reporter/notary public, testifies and says as
follows:

DIRECT EXAMINATION

BY MR. GRUNERT:

Q. State your full name for the record,
please?

A. Robert G. Barton, Jr..

Q. What is your date of birth, Mr. Barton?

A. 1/1/49.

Q. Where do you live?

A. 89 Central Street, West Boylston,
Massachusetts.

Q. Are you married?

A. Yes.

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	(Mr. Samito)	145, 194

EXHIBITS

NO.	DESCRIPTION	PAGE NO.
1	Photocopy of Electronic Records	1
2	Physical Boston Report 2003-2004	16
3	Color Copies of Photographs	62
4	Photocopies of Photographs	134
5	Photocopies of Photographs	146
6	Color Copies of Photographs	146

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Q. Do you have children?

A. Yes.

Q. Are you employed by Trans-Spec Truck
Service, Inc.?

A. Yes, I am.

Q. How long have you been employed by
Trans-Spec?

A. Since October of 2003.

Q. Who was your employer before October of
2003?

A. Santa Fuel.

Q. What was the first name?

A. Santa.

Q. As in Santa Claus?

A. As in Santa Claus.

Q. Gotcha.

A. Bridgeport, Connecticut.

Q. Is Santa Fuel -- or was Santa Fuel owned
or affiliated in any way with Joseph Howard?

A. No.

Q. Was it affiliated in any way with
Trans-Spec?

A. No.

Q. Is it accurate that you played no role in

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EXHIBIT

tabbies

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1 Q. Do you have an understanding or a
2 recollection that this is when Mr. Cardoza said they
3 had certain fixes or made a suggestion regarding
4 dowels?
5 A. **He may have been suggesting them at that**
6 **time, I believe.**
7 Q. What did Mr. Cardoza say?
8 A. **I believe this was in the conversation**
9 **involving the setscrews so the dowels wouldn't back**
10 **out.**
11 Q. Did Mr. Cardoza say that he was consulting
12 with others at this time?
13 A. **They were -- he was working with**
14 **Caterpillar engineering, trying to find a solution is**
15 **what he would tell me.**
16 Q. How often did Mr. Cardoza come to
17 Trans-Spec's facilities to inspect?
18 A. **I think I saw him there about five times,**
19 **maybe more, maybe less.**
20 Q. Did you see him at Tri State?
21 A. **Yes.**
22 Q. The tapping and capping work that you
23 referred to earlier by the machine shop, was this one
24 of the fixes suggested by Cardoza?
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1 A. **Yes, it was.**
2 Q. Who paid for the work performed by this
3 machine shop?
4 A. **I believe Trans-Spec had to pay for a few**
5 **of them. The ones that were done at Freightliner,**
6 **I'm sure -- I don't know who paid for them, but I'm**
7 **sure somebody did.**
8 Q. The entry for Saturday May 8, 2004, "Shop
9 check on how many flywheel have been done, 15," to
10 what does this entry refer?
11 A. **I probably asked one of the mechanics to**
12 **give me a list of how many flywheels had been done.**
13 Q. Done in total or in-house?
14 A. **No. In total.**
15 Q. The June 29, 2004, entry, "CAT ready for
16 dyno Thursday," to what does this entry refer?
17 A. **This is the day that they wanted the truck**
18 **down to Caterpillar. They had notified me they**
19 **wanted to do the dyno on Thursday.**
20 Q. Was this as a result of the June meeting
21 with Al Cardoza and Troy Guidotti?
22 A. **I believe so, one of the meetings.**
23 Q. Down at the bottom of the page, it says,
24 "7400F Freightliner not fixed." What was wrong with
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1 Truck 7400?
2 A. **I believe it was at one of the**
3 **dealerships, and it was just sitting there. They**
4 **hadn't gotten it in yet.**
5 Q. Do you remember how long it had been down?
6 A. **I believe it was over a week or so,**
7 **because they only could get one in at a time.**
8 Q. Looking at Howard Exhibit 12, do you
9 recognize that page? It's the second page of Howard
10 Exhibit 12.
11 A. **Yes.**
12 Q. What is this?
13 A. **This is just a little writeup I had on the**
14 **front of -- I was trying keep track of where these**
15 **trucks were going.**
16 Q. You prepared that?
17 A. **Yes.**
18 Q. Looking at your calendar entry for
19 June 29, 2004, and looking at second page of Howard
20 Exhibit 12, is June 29 the correct date for the
21 notation marked 9/29 in Howard Exhibit 12?
22 A. **Probably not.**
23 Q. Should that read "6/29" on the second page
24 of Howard Exhibit 12?
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1 A. **I'm not sure, but probably.**
2 Q. Getting back to the calendar entries for
3 June 30, 2004, it says "CAT-Milford pick up 8000."
4 To what does that refer?
5 A. **That means the tractor was done.**
6 Q. Was that a flywheel repair?
7 A. **Yes, it was.**
8 Q. We don't need that anymore. You can --
9 And then on July 6, 2004, there's an
10 entry "CAT-Milford with 8000." Was this the dyno
11 test?
12 A. **Yes, it was.**
13 Q. What truck was used for the dyno test?
14 A. **8000.**
15 Q. You earlier testified that you asked about
16 what would happen with the data that was gathered,
17 and you said that you learned that it was going to be
18 turned over to engineering. Whose engineering?
19 A. **Caterpillar's.**
20 Q. Did you ever learn what Caterpillar's
21 engineering came up with, based on that data?
22 A. **No.**
23 Q. Who did you ask?
24 A. **Al Cardoza.**
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1 Q. Could the statements in the Trans-Spec
2 answers to interrogatories based on possible theories
3 as to what was causing the engine problems, could
4 that have been said to someone other than you at
5 Trans-Spec?
6 MR. GRUNERT: Object to the form.
7 A. **Very possibly.**
8 Q. Turning to August 9, 2004, in the calendar
9 entries, to what does this -- oh, I'm sorry, you're
10 not there yet. There's one entry on this page:
11 "CAT-Milford, Troy, Al." To what meeting does this
12 refer?
13 A. **I believe that was a second meeting we had**
14 **there.**
15 Q. This was the one that involved --
16 A. **Schoening, Al, myself, Jay, I believe will**
17 **Witcher.**
18 Q. And what did Schoening say about
19 Trans-Spec's problems with the engines?
20 A. **That they would make us whole. It wasn't**
21 **our -- it wasn't Trans-Spec's problem.**
22 Q. And what did you do, if at all, walk away
23 from Mr. Schoening after August 9, 2004, after this
24 meeting?
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1 A. **After this meeting, the only one I talked**
2 **to was Al Cardoza to see what they came up with.**
3 Q. Did you ever call Schoening?
4 A. **I had put in a couple calls to him. I**
5 **never got a return call.**
6 Q. The next day, August 10, 2004, you earlier
7 testified about a truck breaking down in Connecticut
8 and needing to be towed back. Is that what this
9 refers to? I see, "10 CT"?
10 A. **Yes, it is.**
11 Q. Did you call Mr. Guidotti regarding this?
12 A. **Yes, I did.**
13 Q. And is this when you had the conversation
14 with Mr. Guidotti?
15 A. **Yeah, I asked him. I asked him if he**
16 **would, you know, if he'd take care of the towing, if**
17 **he had any recommendations where we could get it**
18 **fixed.**
19 Q. So it was after the August 9 meeting,
20 then?
21 A. **Yes.**
22 Q. August 13, 2004, the last entry, "Al/CAT
23 will extend service coverage till June 1, 2005, will
24 not put in writing." To what does this refer?
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1 A. I went to Caterpillar to see -- I was in
 2 Milford. I stopped at the Caterpillar office. Al
 3 Cardoza came down to the foyer and met me. I asked
 4 him what they had come up with. He told me that they
 5 were going to extend our warranty to June 1st of
 6 2005, and at that time, I asked him if he'd put that
 7 in writing, and he told me no.
 8 Q. Was your going down a result of the
 9 August 9th meeting?
 10 A. I was in the area, yes, and I wanted to
 11 find out if we had some results.
 12 Q. Who was present at that discussion?
 13 A. It was just Al and myself in the front
 14 foyer.
 15 Q. September 7, 2004, there's an entry, "8300
 16 flywheel, Milton advised Alan, Jim, need paperwork on
 17 units done at their shop."
 18 MR. GRUNERT: I'm sorry, what date?
 19 MR. SAMITO: September 7, 2004, and it's
 20 the entry next to 9/10.
 21 A. I put a call in that I needed some
 22 paperwork on these units, because what would happen
 23 is, they would fix the units, and then the paperwork
 24 would have to be forwarded to Caterpillar for
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1 approval. So in other words, I would pick up a
 2 truck, and I had no record of what was done, when it
 3 was done, or whatever, because it had to go to
 4 Caterpillar first to be approved. Then, it would
 5 come back to Milton, I guess.
 6 Q. You said you called. So the conversation
 7 took place by phone?
 8 A. Uh-huh.
 9 Q. Who called who? Who initiated the call?
 10 A. I did.
 11 Q. And does "Jim" refer to Jim Withrow?
 12 A. Yes. He's the service manager.
 13 Q. Was it routine for you not to receive all
 14 of the paperwork on the repairs being done?
 15 A. I never received any paperwork. All their
 16 paperwork would have to go forwarded to Caterpillar
 17 for approval. Then it would come back, and from time
 18 to time I'd have to call Jim, get together with him,
 19 and then he would make me copies.
 20 Q. Has that caused any problems in terms of
 21 Trans-Spec's recordkeeping on the problems?
 22 A. Yes. There's no way of really tracking
 23 how long the truck's been tied up down there other
 24 than trying to go through our dispatch sheet and see
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1 how long a truck's been down. Only Caterpillar has
 2 that exact record of when it was there and when it
 3 was released.
 4 Q. Does this entry mean that 8300 was picked
 5 up or brought for repair on this day? It says 8300.
 6 Does that mean it's --
 7 A. It means it obviously must have been --
 8 the flywheel was repaired. We had the truck back. I
 9 just didn't have the paperwork.
 10 Q. The next day, September 8, 2004, "7400 to
 11 Freightliner." What does this entry mean?
 12 A. This means we brought the truck to
 13 Freightliner to have the flywheel -- the flywheel was
 14 cracked on it and the front cover was leaking. In
 15 other words, they had an opening to get it in and fix
 16 it.
 17 Q. Well, if you turn a few pages to
 18 September 14, 2004, the first entry is "8300 still
 19 not in Milton. Jim Wood will be in end of week.
 20 Truck just sitting yard." What does it mean that
 21 Truck 8300 was just sitting in the yard?
 22 A. I had brought the truck down there
 23 probably a week prior. Jim was on vacation. The
 24 truck was supposed to go in the night I brought it
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1 down. It didn't go in, because obviously they didn't
 2 have people to work on it. The truck sat there a
 3 week or so, and I couldn't get -- until Jim comes
 4 back, you couldn't get anything done. So basically,
 5 the truck sat there. They didn't start working on
 6 it, collecting dust, and tied up.
 7 Q. So the entry on September 7 in your
 8 calendar means that you brought the truck down?
 9 A. Uh-huh.
 10 Q. 8300 down?
 11 A. Uh-huh.
 12 Q. Who's Jim Wood?
 13 A. He's the service manager at MiltonCAT.
 14 Q. You mean Jim Withrow?
 15 A. Withrow, yeah, I'm sorry.
 16 Q. So "Jim Withrow will be in end of week."
 17 You didn't speak to him directly?
 18 A. No, he was on vacation. I talked to his
 19 assistant, Andy, who --
 20 Q. Do you know Andy's last name?
 21 A. No, I don't.
 22 Q. Why was Trans-Spec sending its trucks to
 23 various repair facilities?
 24 A. Because we didn't have enough trucks to
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1 make the delivery. We were trying to get them fixed
 2 as fast as possible. Freightliner could only handle
 3 one or two at a time, and then Caterpillar could
 4 only -- they had one or two bays they were using for
 5 us, but they'd let our trucks sit and they'd get more
 6 trucks in. They're just busy. They're just
 7 overwhelmed with repairs.
 8 Q. September 15, 2004, the second entry,
 9 "7400 not in at Freightliner. Talked with Rob. Will
 10 be in soon at Shrewsbury." To what does that refer?
 11 A. Another case of the truck sitting outside.
 12 I felt it was promised to get in there and they're
 13 going to be working on it. Obviously, they didn't
 14 get it in there on time. It was still just sitting
 15 out there collecting dust.
 16 Q. From your calendar entry September 8, does
 17 that indicate that 7400 was at Tri State since
 18 September 8 and September 15 it still hadn't been --
 19 A. Correct.
 20 Q. Who is Rob?
 21 A. He is the service manager at Freightliner.
 22 Q. Is this Rob Lynds?
 23 A. Yes.
 24 Q. September 21, 2004, there's an entry,
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1 "E-mailed CAT about TOPP repair problem, received
 2 e-mail back saying someone from Southworth-Milton
 3 would be in touch. Al Cardoza said program no longer
 4 exists." What is TOPP, T-O-P-P?
 5 A. I went onto Caterpillar's website and I
 6 saw they had a warranty program. So I e-mailed them
 7 some information on it, and they sent me back an
 8 e-mail stating someone from Milton would be in touch
 9 with me.
 10 Q. When you say "warranty" -- just to take
 11 this a little slower, when you say "warranty," was
 12 this a new warranty? Was this a warranty extension?
 13 A. This is an extended warranty.
 14 Q. Okay. And you found it on the website.
 15 How did you e-mail Caterpillar?
 16 A. From my laptop.
 17 Q. Whom did you e-mail?
 18 A. To Caterpillar.
 19 Q. But did it have an e-mail address?
 20 A. Yes, it had an e-mail, www.Caterpillar.
 21 Q. Did you input, as sometimes
 22 organizations --
 23 A. My name --
 24 Q. Did you input it into a form that then
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1 channelled it to --
 2 **A. (Witness nods head.)**
 3 **Q.** And did you receive a personal response or
 4 was it an automated response?
 5 **A. I received a response that someone from**
 6 **Southworth-Milton would be in touch with me.**
 7 **Q.** And then who responded from
 8 Southworth-Milton?
 9 **A. I received an e-mail from Jim Withrow from**
 10 **Southworth-Milton. Prior to that, I called Al**
 11 **Cardoza about it, and Al Cardoza told me the program**
 12 **no longer existed. And then I then -- the next day I**
 13 **received an e-mail from Jim Withrow explaining to me**
 14 **they have what's called an Advantage program for an**
 15 **additional 250,000 miles, or 200 miles.**
 16 **Q.** The next entry, "Freightliner re 7400
 17 doing front structure first." Does that mean 7400
 18 was still at Tri State during this time?
 19 **A. I believe so.**
 20 **Q.** So 7400 was in since September 8?
 21 **A. Yes.**
 22 **Q.** The next entry refers to East River.
 23 "Billy told East River can't do work." What is East
 24 River?

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1 **A. It's an oil company in Connecticut that**
 2 **we -- that Trans-Spec does transportation for.**
 3 **Q.** Why did Trans-Spec -- I'm assuming Billy
 4 is Billy Howard?
 5 **A. Yes. Billy is the dispatcher.**
 6 **Q.** Why did Billy at Trans-Spec say that
 7 Trans-Spec can't do work for East River?
 8 **A. I told him he didn't have the equipment to**
 9 **do it now. We had too many trucks down. And to be**
 10 **fair with the customer and let him know that we just**
 11 **couldn't handle it.**
 12 **Q.** Skipping one entry down to where it says,
 13 "Jim at CAT said bolts were covered. Jay and Bob
 14 present." Who is Jim?
 15 **A. Jim is the service manager, Withrow.**
 16 **Q.** Jim Withrow?
 17 **A. Withrow, yes.**
 18 **Q.** Where did this conversation take place?
 19 **A. Somebody had mentioned something about**
 20 **bolts weren't covered or something, and I -- when we**
 21 **went to pick up a truck, I says, "Jim what's the**
 22 **story? Are the bolts covered or not?" He says, "Of**
 23 **course they're covered."**
 24 **Q.** The last entry, "Gary check for flywheel
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1 cracks." Who is Gary?
 2 **A. He is one of the mechanics at night.**
 3 **Q.** What did you ask him to do?
 4 **A. I asked him to check the trucks over there**
 5 **and make sure what we had, that if we had anything**
 6 **that was broken, because they were coming apart too**
 7 **frequently and so many of them.**
 8 **Q.** Was this an occasional request that you
 9 made of mechanics?
 10 **A. Quite often.**
 11 **Q.** Why?
 12 **A. Because we're trying catch them before**
 13 **they would disintegrate. We were trying to keep up**
 14 **with them, because, unfortunately, when the flywheel**
 15 **cracks, if you can catch it before it takes the block**
 16 **with it, it's less of a job. Unfortunately, most of**
 17 **them that crack, they take the right-hand -- the**
 18 **corner of the block.**
 19 **Q.** So this was preventative maintenance or --
 20 **A. Yes.**
 21 **Q.** On September 30, 2004, it says "7400 back
 22 to CAT, exhaust leaking." Is that the 7400 that was
 23 out in early September?
 24 **A. Yes.**

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1 **Q.** And it had been repaired and it had to go
 2 back to Caterpillar for further repair?
 3 **A. That's correct. I believe this vehicle**
 4 **sat at Freightliner solong that we finally ended up**
 5 **taking it to CAT because they had an opening. They**
 6 **fixed it. There happened to be an exhaust leak We**
 7 **had to take it back.**
 8 **Q.** It says "Dropped off parts for 8300."
 9 Does that mean that 8300 was still in the shop since
 10 your September 7th entry?
 11 **A. Very possible. Obviously, they had a**
 12 **flywheel apart and before they put it back together,**
 13 **they noticed the clutch might have been bad, so we**
 14 **probably brought them out a new clutch. So when they**
 15 **were reassembling, they put the clutch in as well.**
 16 **Q.** Are you familiar with the repair history
 17 of Truck 6100 in early October 2004?
 18 **A. You'll have to refresh my memory.**
 19 **MR. SAMITO:** Why don't we mark this.
 20 (Exhibit No. 6 marked for identification.)
 21 **Q.** I show you Barton Exhibit 6, which is a
 22 four-page packet of photographs, and I'll describe
 23 the pages. One is dated October 6, 2004, one
 24 photograph on the page. There's another page that
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1 has two photographs dated October 8, 2004, another
 2 page that has four photographs dated October 6, 2004,
 3 and a final page with four photographs dated
 4 October 15, 2004. Do you recognize where these
 5 pictures were taken?
 6 **A. Yes.**
 7 **Q.** Where?
 8 **A. Freightliner in Shrewsbury, Massachusetts.**
 9 **Q.** Who took them?
 10 **A. I did.**
 11 **Q.** Where these for Truck 6100?
 12 **A. Yes.**
 13 **Q.** Does this refresh your memory?
 14 **A. Yes, it does.**
 15 **Q.** Can you describe what happened in early
 16 October 2004 regarding repair of Truck 6100?
 17 **A. I received a call from the Freightliner**
 18 **dealership that Al Cardoza had come out and inspected**
 19 **a truck and told the mechanics to put a new flywheel**
 20 **on it and put it back together and epoxy the block.**
 21 **Subsequently, I went up there. The**
 22 **mechanic did not feel that this was suitable. The**
 23 **owner of Freightliner also was very concerned as to**
 24 **the fact that if they put it back together without**
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1 **replacing the block, it would just break again. But**
 2 **this was their instructions that they received from**
 3 **Caterpillar, which some squawking was done, and it**
 4 **was finally fixed properly by putting a new block in**
 5 **it and a flywheel.**
 6 **Q.** Who did the squawking?
 7 **A. I believe I started doing the squawking,**
 8 **and I believe Jay Howard did some squawking also.**
 9 **Q.** Who did you speak to regarding this issue?
 10 **A. I think I believe I spoke with Al Cardoza.**
 11 **Q.** Where did that conversation take place?
 12 **A. On the phone.**
 13 **Q.** What was the substance of that
 14 conversation?
 15 **A. Why are you trying to take advantage of**
 16 **us? The thing is warranted. You're going to put**
 17 **something back together and it's going to break again**
 18 **because you're not doing it properly.**
 19 **Q.** What did Mr. Cardoza say in response?
 20 **A. I don't even recall. It was a very heated**
 21 **discussion. Because all I know is, they fixed it**
 22 **properly and -- due to the diligence of the**
 23 **Freightliner dealership being honest with us.**
 24 **Q.** When you say "Freightliner," you
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1 consistently -- I should clarify for the record.
 2 **A. Tri State Shrewsbury.**
 3 **Q.** Okay. "October 12, 2004, talked with Jim
 4 at MiltonCAT re setting up inspection. Will let me
 5 know. Maybe can be done at night." What inspection
 6 does this refer to?
 7 **A. These were the inspections for the**
 8 **Advantage program, the extended warranty that**
 9 **Caterpillar had available. The cost to us was**
 10 **\$55,920, and the stipulation was that every truck had**
 11 **to be inspected by them. There was a certain**
 12 **criteria it had to meet so it would be able to be**
 13 **basically insured or warranted with the extended**
 14 **warranty.**
 15 **Due to our many trucks that were**
 16 **broken down, I had to try to make arrangements where**
 17 **we would have trucks available to deliver the product**
 18 **and have the minimal trucks in being tied up. And**
 19 **Jim was working this out with me, and the original**
 20 **plan was to do an inspection at night, but it didn't**
 21 **work that way.**
 22 **Q.** You earlier discussed language on the back
 23 of the sheet registering the serial numbers of the
 24 trucks with Al Cardoza. Do you recall when that
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1 conversation took place?
 2 **A. That was way back in October of 2 003 when**
 3 **I first went there.**
 4 **Q.** That was in one of your first meetings
 5 with Mr. Cardoza?
 6 **A. Yes, that was at Truck Service when I**
 7 **first met him.**
 8 **Q.** That was at the very first meeting with
 9 Mr. Cardoza?
 10 **A. Yes, that's when I was introduced to him**
 11 **at the garage.**
 12 **MR. SAMITO:** I have no more questions.
 13 **MR. GRUNERT:** I'm going to have a few.
 14 Just give me a minute.
 15 **REDIRECT EXAMINATION**
 16 **BY MR. GRUNERT:**
 17 **Q.** Mr. Samito asked you about documents that
 18 Trans-Spec has related to these trucks beyond the
 19 ones that were included in Howard Exhibits 9 through
 20 30. You referred to documents that Trans-Spec keeps
 21 at 7 Cristo Lane. What documents related to the
 22 trucks does Trans-Spec keep at 7 Cristo Lane?
 23 **A. I have no idea. Mostly mileage probably,**
 24 **anything to do with the way they run the office,**
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1 **receipts, payments.**
 2 **Q.** When you said "mileage," what did you mean
 3 by that?
 4 **A. Well, they had to keep track of mileage**
 5 **for fuel tax purposes. That is basically where the**
 6 **corporate office is.**
 7 **Q.** Now, what kind of records recording
 8 mileage on the trucks are kept?
 9 **A. Well, they have to claim so many miles for**
 10 **fuel tax purposes. I don't know exactly what kind of**
 11 **records are kept. There are some kind of records.**
 12 **Q.** Are the mileage records generated
 13 annually?
 14 **A. Couldn't tell you.**
 15 **Q.** But there are mileage records that record
 16 the mileage on each of these trucks on particular
 17 dates, and those are kept at the 7 Cristo Lane
 18 office; correct?
 19 **A. I don't know if they're on particular**
 20 **dates or if they're monthly, annually, quarterly. I**
 21 **really couldn't tell you.**
 22 **Q.** Well, whether they're monthly or annually
 23 or quarterly, they're on a particular date; it's just
 24 you don't know how many dates per year; correct?
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1 **A. I have no idea.**
 2 **Q.** And the best you can do is tell me that
 3 those are mileage records?
 4 **A. I don't know what you'd call them. I'd**
 5 **say there has to be some kind of records so they can**
 6 **report their fuel use. So I would say they're**
 7 **mileage.**
 8 **Q.** Now, the receipts that you referred to
 9 that are kept at 7 Cristo Lane, what did you mean by
 10 that?
 11 **A. Let's say they buy a truck, they get a**
 12 **receipt; they buy a doughnut, they get a receipt.**
 13 **Any business gets receipts when they purchase things.**
 14 **So I would assume they would have receipts for items**
 15 **purchased, et cetera, et cetera.**
 16 **Q.** So at 7 Cristo Lane, there are receipts
 17 evidencing Trans-Spec's receipt of the trucks
 18 involved in this case; correct?
 19 **A. I would imagine, yes.**
 20 **Q.** And there are receipts there evidencing
 21 Trans-Spec's receipts of other trucks that it may
 22 have received between 2000 and 2005; correct?
 23 **A. I would imagine.**
 24 **Q.** And you referred to payments. What did
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1 you mean by payments?
 2 **A. Well, such if you paid to buy a flywheel**
 3 **housing, I'm sure there would be a receipt there of**
 4 **that.**
 5 **Q.** Well, so when you said "receipts" and when
 6 you said "payments," were you referring to the same
 7 type of documents?
 8 **A. Yeah, basically anything that money is**
 9 **expended for, I would assume you would get some type**
 10 **of receipt for it.**
 11 **Q.** All right. So stored at 7 Cristo Lane
 12 there are mileage records for each of the trucks
 13 involved in this case, receipts evidencing the
 14 receipt of the truck, of each of those 22 trucks, and
 15 then there are additional receipts evidencing parts
 16 or components for those trucks that Trans-Spec
 17 purchased; correct?
 18 **A. Parts, components, permits.**
 19 **Q.** Will there be things such as scale tickets
 20 or weight tickets kept at the 7 Cristo Lane location
 21 evidencing the weights that these various trucks were
 22 pulling on various occasions?
 23 **A. I really couldn't answer that question. I**
 24 **don't know.**
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1 **Q.** Other than the mileage records and the
 2 receipts that are kept at 7 Cristo Lane, what other
 3 records related to these trucks are kept at that
 4 location?
 5 **A. Probably the fees for registration,**
 6 **overweight permits.**
 7 **Q.** I'm sorry, I missed the first one?
 8 **A. Overweight permits.**
 9 **Q.** Overweight permits.
 10 **A. Registrations.**
 11 **Q.** Bear with me here. I've seen references
 12 to overweight permits. When does a common carrier
 13 such as Trans-Spec obtain an overweight permit?
 14 **A. Every 12 months you have to have -- from**
 15 **the Massachusetts Department of Highways, you have a**
 16 **permit called an overweight permit. You also have to**
 17 **have an overweight permit to use the Massachusetts**
 18 **Turnpike. It's basically just another way of**
 19 **collecting money for the Commonwealth.**
 20 **Q.** This is Massachusetts.
 21 **A. Right.**
 22 **Q.** The overweight; is there a particular
 23 weight specified by the Commonwealth that if you're
 24 going to operate a vehicle on the highways of the
 C. J. REPORTING 978.409.9090
 www.cjreporting.com

INTRODUCTION

Caterpillar's Extended Service Coverage for On-Highway Vehicle Engine Service Contract, herein referred to as "service contract", for new vehicles powered with Caterpillar engines is an important part of Caterpillar's continuing effort to provide Caterpillar Vehicle Engine Owners with superior value and product support. This service contract provides the Owner assurance against unexpected repair costs for covered component failures due to defects in materials or workmanship under normal use.

TERMS AND CONDITIONS

A service contract is available for new vehicles powered with Caterpillar Mid-Range and Heavy Duty On-Highway Vehicle Engines, herein referred to as "new vehicle(s)". This service contract is only available for use within the continental boundaries of the United States and Canada.

Owner should purchase this service contract on the original delivery date of the new vehicle at a Caterpillar authorized dealer (herein referred to as "authorized dealer"). The applicable start mileage and date must be recorded on this Service Contract.

This service contract runs concurrently with the Caterpillar On-Highway Vehicle Engine Warranty and provides full component labor coverage for covered components failures due to defects in Caterpillar materials or workmanship under normal use. Duration of this contract will occur when the time or mileage from the original delivery date exceeds the coverages as specified on this Service Contract.

Components listed below are covered under these programs except the applicable exclusions listed under Section VI, Exclusions & Limitations:

MID-RANGE EXTENDED SERVICE COVERAGE (ESC II)

ESC II for Mid-Range is available in two different deductibles:

option 1 Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

option 2, Caterpillar will pay 100% of the components and labor charges for covered failures, less a \$500 deductible charge per service visit.

Following components are covered under the Mid-Range ESC II: exhaust manifolds, studs, & gaskets, inlet air heater & gaskets, intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, & exhaust valves, valve spring, insert guide, rocker, & retainer, valve mechanism (including rocker arm, brackets, bridges, adjusting screws, nuts, shaft, & push tubes), valve cover & base, camshaft, camshaft bearings, camshaft lifter assembly (followers clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, freeze plug, crankshaft, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, main bearing cap bolt, scover tubes (3126), fuel injection pump & governor, fuel injection pump mounting seal, fuel ratio control, fuel lines, timing advance, control rack (3116), oil pan, oil pump, oil cooler housing, oil cooler core, oil filter base, HEUI high pressure oil lines, pump, & injector actuation pressure control valve, thermostat housing cover, water pump housing, water manifold, control valve (ECM), sensors (boost pressure, atmospheric intake manifold air temp, oil pressure, coolant temperature, rack & timing, temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC I)

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

Following components are covered under the Heavy-Duty ESC I: intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, spacer plate (block & head), spacer plate gasket, intake & exhaust valves, valve spring, insert guide, rocker, & retainer, valve mechanism (including rocker arm, brackets, bridges, adjusting screws, nuts, shaft, & push tubes), camshaft, camshaft bearings, camshaft lifter assembly (including followers clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, spacer block (3176), freeze plug, crankshaft casting, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, cylinder liner, order liner seals, cylinder liner filler band, main bearing cap bolt, fuel injection pump mounting seal, timing gears, oil pump, cooler housing, thermostat housing cover, water pump housing, control module (ECM).

HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC II)

Components listed under Heavy-Duty Extended Service Coverage I are covered plus the following:

inlet manifold studs and gaskets, inlet air heater relay, valve cover and base, fuel injection pumps and governor, fuel ratio control, fuel lines, timing advance, oil pan, oil cooler core, oil filter base, water manifold, and shut-off solenoid.

HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC Plus)

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

Components listed under Heavy-Duty Extended Service Coverage I and Heavy-Duty Extended Service Coverage II are covered plus the following: control module (ECM), vibration damper, road speed buffer, sensors (boost pressure, atmospheric intake manifold air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

Duration of this Service Contract will occur when the time, miles, or hours, whichever occurs first, from the original delivery of the engine exceeds the coverage limits as specified on this Registration Certificate.

CATERPILLAR'S RESPONSIBILITIES

Caterpillar, during normal working hours at a place of business of an authorized dealer, will pay 100% of the components and labor charges, minus any applicable deductible, for the repair of covered component failures during the coverage period when caused by defects in materials or workmanship under normal use.

Caterpillar will provide (at Caterpillar's choice) either new, remanufactured or repaired components when replacing or repairing covered components which fail due to defects in materials or workmanship under normal use. Further, Caterpillar will also pay the components and labor charges for any engine component which is rendered unserviceable by the failure of a covered component.

Caterpillar will restore the engine to its operating condition prior to failure by repairing/replacing only the defective components and consequential damaged components necessary to remove/repair/install the defective components. Other parts removed in process of the repair will be reinstalled as is, unless the Owner authorizes the additional expense to repair or replace.

Caterpillar will also pay the reasonable costs of any expendables or consumables, including but not limited to, lube oil, filter elements, hoses, vee-belts, gaskets and seals which are made unusable as a result of a covered component failure.

DEALER'S RESPONSIBILITIES

Authorized dealer accepts full liability for incorrect, invalid or late registrations. Registrations will be accepted up to one

V. OWNER'S RESPONSIBILITIES

The Owner shall operate and maintain the engine according to the guidelines and recommendations as specified in the appropriate Caterpillar Vehicle Engine Operation & Maintenance Management Guide. The Owner shall provide proof of compliance with the Maintenance Schedules, such as receipts or copies of work orders or invoices from authorized dealers showing the maintenance and services performed.

In the event of a covered component failure, the Owner must promptly make the engine available to an authorized dealer for repair and provide proof of this service contract registration by presenting the customer copy of the Registration Certificate.

The Owner is responsible for all costs not covered by this service contract as specified in Section VI, Exclusions and Limitations.

VI. EXCLUSIONS & LIMITATIONS

This service contract does not cover component failures caused by:

- dealer workmanship on subsequent repairs and dealer workmanship on repairs made to non-covered components.
- non-covered components (including bolts, clamps, and other fasteners that attach non-covered components to the engine).
- operator abuse, neglect, improper operation or accident.
- non-Caterpillar attachments, accessories and parts (any engine part that is not identified by a Caterpillar part number), including, but not limited to: engine compression and exhaust brakes, fans, radiators, air to air aftercooler cores, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, hoses, belts and clamps.
- an application or installation not approved by Caterpillar.
- normal wear out, including but not limited to oil consumption, chemical/mechanical erosion and/or leaking seals or gaskets.
- unauthorized repairs or adjustments, including but not limited to: improper fuel setting and valve lash adjustments.
- repairs or alterations made by an unauthorized dealer.
- brakesaver unless specified as option on contract.
- fuel transfer pump, fuel priming pump, unit injectors and fuel nozzles, thermostat, starters, alternators, turbocharger, air compressor, electronic connectors and wiring.
- steel shims and cast iron block inserts.
- acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- failure to follow maintenance procedures and scheduled component inspections/replacements as specified in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide.

This service contract also does not pay for:

- normal preventative maintenance and scheduled component inspections/replacements as defined in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide, including but not limited to valve lash adjustments, inspections, Scheduled Oil Sampling and maintenance items such as lube oils, filters, belts and hoses.
- performance complaints, including but not limited to, any adjustments to fuel settings, PAR tests, or programming of the Electronic Control Module.
- reimbursement for any travel or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime-related expenses cargo damage or economic loss.
- any and all taxes.
- parts shipping charges.

VII. TRANSFER OF COVERAGE

The remaining coverage of this service contract may be transferred to subsequent owners during the coverage period at no extra charge, provided the new owner of the vehicle presents a copy of the current Registration Certificate to an authorized dealer within ten (10) days of the transfer of the vehicle title. Remaining coverage cannot be transferred from a covered engine to a non-covered engine.

VIII. REFUNDS

Any and all service contract fees are non-refundable.

IX. DISCLAIMERS

CATERPILLAR'S RESPONSIBILITIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HEREWITH, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS SERVICE CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.

THIS SERVICE CONTRACT DOES NOT SUPERSEDE THE EMISSION WARRANTY FOR EMISSION-RELATED COMPONENTS.

MISREPRESENTATION OF THE ENGINE'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, HOURS, OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY CATERPILLAR WITH NO REFUND. CATERPILLAR SHALL BE ENTITLED TO ALL OTHER REMEDIES.

CATERPILLAR**ON-HIGHWAY VEHICLES****ON-HIGHWAY VEHICLE ENGINE EXTENDED SERVICE COVERAGE**

Registration Certificate For Units Operating In The U.S.A. And Canada
For Mid-Range and Heavy Duty On-Highway Truck, School Bus, Recreational Vehicle,
Fire Truck or Crash Rescue Engine Applications
(Program Effective Date May 1, 1998)

PRESS HARD
YOU ARE MAKING 3 COPIES

CUSTOMER NAME

T & C SERVICE

SELLING DEALER NAME

MINUTE MAN

SELLING

DEALER CODE

A 734

MAILING ADDRESS

7 CARLSTO LANE

SELLING DEALER ADDRESS

ROUTE ONE

CITY

MILLBURY

CITY

WALPOLE

STATE/PROVINCE

MA

ZIP/POSTAL CODE

01027

STATE/PROVINCE

MA

ZIP/POSTAL CODE

02081

PHONE NUMBER

508-791-9521

CAT DEALER NAME

SOUTH NORTHERN

CAT DLR. CODE

C400

TYPE OF REGISTRATION

New Registration

☒

Transfer Ownership

☐

Upgrade Coverage

☐

Warranty Replacement Engine

☐

Replacement Engine S/N

APPLICATION

On-Highway Truck

☒

School Bus

☐

Recreational Vehicle

☐

Fire Truck

☐

Crash Rescue

☐

Other

☐

Start

Miles (km)

66

Delivery

Date

MM/DD/YYYY

01/15/2000

Transfer

Miles (km)

UNIT # 9800

Transfer

Date

MM/DD/YYYY

1/1/

Engine S/N

2K527791

Engine Model

C-12

HP

380

910

VIN

F57107

Vehicle Make

STERLING

Vehicle Model

LT9500

COVERAGE (Reference On-Highway Vehicle Engine Price Matrix for Model/Coverage Availability)

ESC I

☐

With Brakesaver add \$250

☐

ESC II

☐

ESC Plus

☒

ESC II MIDRANGE

☐SEE ATTACHED MULTI-UNIT
REGISTRATION F2-13

Coverage Months

60

Coverage Miles

500,000

Coverage Hours

Deductible - 0 -

COVERAGE FEES

ESC FEE

\$1150

BRAKESAVER FEE

\$

ADMIN. FEE

\$

LATE FEE

\$

TOTAL FEE

\$1150

IMPORTANT!!

Please ensure you are using the latest version of the On-Highway Vehicle
Engine Price Matrix.

FCCI 43129

I hereby certify that I have read and understand the terms and conditions checked above, and as
specified on the back of this Registration Certificate.

Customer Signature

Date

I hereby certify that the engine serial number indicated above is eligible for the
coverage as specified on this Registration Certificate and have read and understand
the dealer's responsibilities as specified on the back of this Registration
Certificate.

Authorized Dealer Representative

EXHIBIT

E

I. INTRODUCTION

Caterpillar's Extended Service Coverage for On-Highway Vehicle Engine Service Contract, herein referred to as "service contract", for new vehicles powered with Caterpillar engines is an important part of Caterpillar's continuing effort to provide Caterpillar Vehicle Engine Owners with superior value and product support. This service contract provides the Owner assurance against unexpected repair costs for covered component failures due to defects in materials or workmanship under normal use.

II. TERMS AND CONDITIONS

This service contract is available for new vehicles powered with Caterpillar Mid-Range and Heavy Duty On-Highway Vehicle Engines, herein referred to as "new vehicle(s)". This service contract is only available for use within the continental boundaries of the United States and Canada.

The Owner should purchase this service contract on the original delivery date of the new vehicle at a Caterpillar authorized dealer herein referred to as "authorized dealer". The applicable start mileage and date must be recorded on this Service Contract.

This service contract runs concurrently with the Caterpillar On-Highway Vehicle Engine Warranty and provides full components and labor coverage for covered components failures due to defects in Caterpillar materials or workmanship under normal use. Expiration of this contract will occur when the time or mileage from the original delivery date exceeds the coverages as specified on this Service Contract.

All components listed below are covered under these programs except the applicable exclusions listed under Section VI. Exclusions & Limitations:

A. MID-RANGE EXTENDED SERVICE COVERAGE (ESC II)

ESC II for Mid-Range is available in two different deductibles:

- Option 1 Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.
- Option 2, Caterpillar will pay 100% of the components and labor charges for covered failures, less a \$500 deductible charge per service visit.

The following components are covered under the Mid-Range ESC II: exhaust manifolds, studs, & gaskets, inlet air heater & relay, intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, dowels, adjusting screws, nuts, shaft, & push tubes), valve cover & base, camshaft, camshaft bearings, camshaft lifter assembly (followers clips), front covers & plates, front cover gaskets, front cover gears and power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, freeze plug, crankshaft, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, main bearing cap bolt, crossover tubes (3126), fuel injection pump & governor, fuel injection pump mounting seal, fuel ratio control, fuel lines, timing advance, control rack (3116), oil pan, oil pump, oil cooler housing, oil cooler core, oil filter base, HEUI high pressure oil lines, oil pump, & injector actuation pressure control valve, thermostat housing cover, water pump housing, water manifold, control module (ECM), sensors (boost pressure, atmospheric intake manifold air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

B. HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC I)

- Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

The following components are covered under the Heavy-Duty ESC I: intake manifolds, cylinder head casting, exhaust/injector sleeves, cylinder head bolts, cylinder head gaskets, freeze plug, spacer plate (block & head), spacer plate gasket, intake & exhaust valves, valve spring, insert guide, rotocoil, & retainer, valve mechanism (including rocker arm, brackets, bridges, dowels, adjusting screws, nuts, shaft, & push tubes), camshaft, camshaft bearings, camshaft lifter assembly (including followers clips), front covers & plates, front cover gaskets, front cover gears & power steering gear, flywheel housing, flywheel housing gasket, cylinder block casting, spacer block (3176), freeze plug, crankshaft casting, crankshaft - rod, main, & thrust bearings, connecting rod assembly & bushing, piston (wrist pin, retainer clip, & piston rings), oil jet tube, cylinder liner, cylinder liner seals, cylinder liner filter band, main bearing cap bolt, fuel injection pump mounting seal, timing gears, oil pump, oil cooler housing, thermostat housing cover, water pump housing, control module (ECM).

C. HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC II)

All components listed under Heavy-Duty Extended Service Coverage I are covered plus the following:

Exhaust manifold studs and gaskets, inlet air heater relay, valve cover and base, fuel injection pumps and governor, fuel ratio control, fuel lines, timing advance, oil pan, oil cooler core, oil filter base, water manifold, and shut-off solenoid.

D. HEAVY-DUTY EXTENDED SERVICE COVERAGE (ESC Plus)

Caterpillar will pay 100% of the components and labor charges for covered failures, with no deductible charges.

All components listed under Heavy-Duty Extended Service Coverage I and Heavy-Duty Extended Service Coverage II are covered plus the following: control module (ECM), vibration damper, road speed buffer, sensors (boost pressure, atmospheric manifold air temp, oil pressure, coolant temperature, rack & timing, fuel temperature, engine speed, & rack position), throttle position/pedal sensor, speed timing sensor.

Expiration of this Service Contract will occur when the time, miles, or hours, whichever occurs first, from the original delivery date of the engine exceeds the coverage limits as specified on this Registration Certificate.

III. CATERPILLAR'S RESPONSIBILITIES

Caterpillar, during normal working hours at a place of business of an authorized dealer, will pay 100% of the components and labor charges, minus any applicable deductible, for the repair of covered component failures during the coverage period when caused by defects in materials or workmanship under normal use.

Caterpillar will provide (at Caterpillar's choice) either new, remanufactured or repaired components when replacing or repairing any covered components which fail due to defects in materials or workmanship under normal use. Further, Caterpillar will also pay the components and labor charges for any engine component which is rendered unserviceable by the failure of a covered component.

Caterpillar will restore the engine to its operating condition prior to failure by repairing/replacing only the defective components and consequential damaged components necessary to remove/repair/install the defective components. Other parts removed in the process of the repair will be reinstalled as is, unless the Owner authorizes the additional expense to repair or replace.

Caterpillar will also pay the reasonable costs of any expendables or consumables, including but not limited to, lube oil, filter elements, hoses, vee-belts, gaskets and seals which are made unusable as a result of a covered component failure.

IV. DEALER'S RESPONSIBILITIES

The authorized dealer accepts full liability for incorrect, invalid or late enrollments. Registrations will be accepted up to one hundred and eighty (180) days from original delivery date of sale at the published price levels. All registrations made by the authorized dealer after the initial enrollment period, and up to one year from original delivery date, will be charged an additional late registration fee.

V. OWNER'S RESPONSIBILITIES

The Owner shall operate and maintain the engine according to the guidelines and recommendations as specified in the appropriate Caterpillar Vehicle Engine Operation & Maintenance Management Guide. The Owner shall provide proof of compliance with the Maintenance Schedules, such as receipts or copies of work orders or invoices from authorized dealers showing the maintenance and services performed.

In the event of a covered component failure, the Owner must promptly make the engine available to an authorized dealer for repair and provide proof of this service contract registration by presenting the customer copy of the Registration Certificate.

The Owner is responsible for all costs not covered by this service contract as specified in Section VI, Exclusions and Limitations.

VI. EXCLUSIONS & LIMITATIONS

This service contract does not cover component failures caused by:

- dealer workmanship on subsequent repairs and dealer workmanship on repairs made to non-covered components.
- non-covered components (including bolts, clamps, and other fasteners that attach non-covered components to the engine).
- operator abuse, neglect, improper operation or accident.
- non-Caterpillar attachments, accessories and parts (any engine part that is not identified by a Caterpillar part number), including, but not limited to: engine compression and exhaust brakes, fans, radiators, air to air aftercooler cores, air conditioning compressors, clutches, filters, transmissions, torque converters, steering pumps, hoses, belts and clamps.
- an application or installation not approved by Caterpillar.
- normal wear out, including but not limited to oil consumption, chemical/mechanical erosion and/or leaking seals or gaskets.
- unauthorized repairs or adjustments, including but not limited to: improper fuel setting and valve lash adjustments.
- repairs or alterations made by an unauthorized dealer.
- brakesaver unless specified as option on contract.
- fuel transfer pump, fuel priming pump, unit injectors and fuel nozzles, thermostat, starters, alternators, turbocharger, air compressor, electronic connectors and wiring.
- steel shims and cast iron block inserts.
- acts of God, war, vandalism, riot, theft, explosion, and any other act of nature or man.
- failure to follow maintenance procedures and scheduled component inspections/replacements as specified in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide.

This service contract also does not pay for:

- normal preventative maintenance and scheduled component inspections/replacements as defined in the Caterpillar Vehicle Engine Operation and Maintenance Management Guide, including but not limited to valve lash adjustments, inspections, Scheduled Oil Sampling and maintenance items such as lube oils, filters, belts and hoses.
- performance complaints, including but not limited to, any adjustments to fuel settings, PAR tests, or programming of the Electronic Control Module.
- reimbursement for any travel or towing, or overnight lodging or meals or communications expenses and any other downtime or downtime-related expenses cargo damage or economic loss.
- any and all taxes.
- parts shipping charges.

VII. TRANSFER OF COVERAGE

The remaining coverage of this service contract may be transferred to subsequent owners during the coverage period at no extra charge, provided the new owner of the vehicle presents a copy of the current Registration Certificate to an authorized dealer within ten (10) days of the transfer of the vehicle title. Remaining coverage cannot be transferred from a covered engine to a non-covered engine.

VIII. REFUNDS

Any and all service contract fees are non-refundable.

IX. DISCLAIMERS

CATERPILLAR'S RESPONSIBILITIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION HERewith, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

REMEDIES UNDER THIS SERVICE CONTRACT ARE LIMITED TO THE PROVISION OF MATERIALS AND LABOR AS SPECIFIED HEREIN.

CATERPILLAR IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

REPLACEMENT PARTS FURNISHED UNDER THE TERMS OF THIS SERVICE CONTRACT ARE COVERED UNDER THE APPLICABLE REPLACEMENT PARTS WARRANTY.

THIS SERVICE CONTRACT DOES NOT SUPERSEDE THE EMISSION WARRANTY FOR EMISSION-RELATED COMPONENTS.

MISREPRESENTATION OF THE ENGINE'S ELIGIBILITY FOR COVERAGE, OR THE ACTUAL ACCUMULATED MILEAGE, HOURS, OR AGE SHALL RESULT IN CANCELLATION OF THIS SERVICE CONTRACT BY CATERPILLAR WITH NO REFUND. CATERPILLAR SHALL BE ENTITLED TO ALL OTHER REMEDIES.

Caterpillar On-Highway Vehicle Engine Extended Service Coverage Registration Form For Multiple Unit Registrations

Date 2-7-00TECI # 43309Customer Name TAUCK SERVICEMailing Address 7 CANTO LANECity PLACERVILLEState/Province Zip/Postal Code CA 95237Phone Number (530) 771-2531

Comments

	Model	H/P	Engine S/N	Vehicle ID #	Unit #	Del. Date	Start Miles
1	C-12	380/410	2KS278780	F57160	6000	01-15-00	120
2			2KS278781	F57163	6000	01-15-00	66
3			2KS278782	F57162	6200	01-15-00	70
4			2KS278783	F57161	4300	01-15-00	150
5			2KS278784	F57165	6700	01-15-00	150
6			2KS278785	F57170	6800	01-15-00	170
7			2KS278786	F57177	6900	01-15-00	130
8			2KS278787	F57180	7100	01-15-00	60
9			2KS278788	F57174	7400	01-15-00	70
10			2KS278789	F57168	7500	01-15-00	61
11			2KS278790	F57161	7600	01-15-00	66
12			2KS278791	F57173	7700	01-15-00	60
13			2KS278792	F57171	7800	01-15-00	132
14			2KS278793	F57169	7900	01-15-00	154
15			2KS278794	F57172	8000	01-15-00	110
16			2KS278795	F57167	8100	01-15-00	145
17			2KS278796	F57173	8200	01-15-00	67
18			2KS278797	F57176	8400	01-15-00	66
19			2KS278798	F57166	8600	01-15-00	71
20			2KS278799	F57164	8700	01-15-00	67

This form is to be used as an addendum to On-Highway Vehicle Registration Certificate (LELT6573) which identifies specific terms, conditions, and component coverages.

LELT8361-01

ITEM	PROGRAM START DATE	HEAVY DUTY 3116/3126/3208 C-10/C-12/C-15/C-18	HEAVY DUTY 3176/3306/3406 C-10/C-12/C-15/C-18	HEAVY DUTY 3176/3306/3406 C-10/C-12/C-15/C-18	ADVANTAGE MR 3116/3126/3208 C-10/C-12/C-15/C-18	ADVANTAGE HD 3176/3306/3406 C-10/C-12/C-15/C-18	ADVANTAGE PLUS 3116/3126/3208 C-10/C-12/C-15/C-18	HEAVY DUTY 3176/3306/3406 C-10/C-12/C-15/C-18	HEAVY DUTY 3176/3306/3406 C-10/C-12/C-15/C-18	HEAVY DUTY 3176/3306/3406 C-10/C-12/C-15/C-18	HEAVY DUTY 3176/3306/3406 C-10/C-12/C-15/C-18
FUEL SYSTEMS	Oct. 1, 1998	ESC	ESC I	ESC PLUS	ADVANTAGE MR	ADVANTAGE HD	ADVANTAGE PLUS	OFF	OFF	OFF	REMAN
HEUI EUI/MUI (Unit Injectors) and Hold Down Hardware	NO	NO	NO	NO	NO	NO	NO	YES-3	YES-3	YES-3	REMAN
Nozzles, Seals & Fasteners	YES	N/A	YES	N/A	NO	NO	N/A	N/A	N/A	N/A	REMAN
Jumpers Tubes (3126)	YES	YES	YES	N/A	NO	NO	NO	NO	NO	NO	REMAN
Fuel Injection Pump Mounting Seal	YES	YES	YES	N/A	NO	NO	NO	NO	NO	NO	REMAN
Fuel Manifold & Mounting Seals	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	REMAN
Fuel Transfer Pump	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	REMAN
Fuel Priming Pump	YES	YES	YES	N/A	NO	NO	NO	NO	NO	NO	REMAN
Fuel Ratio Control	YES	YES	YES	N/A	NO	NO	NO	NO	NO	NO	REMAN
Fuel Injection Lines Adapters & Seals	YES	YES	YES	N/A	NO	NO	NO	NO	NO	NO	REMAN
Timing Advance	YES	YES	YES	N/A	NO	NO	NO	NO	NO	NO	REMAN
Governor & Control Valve (3116)	YES	N/A	N/A	N/A	NO	NO	NO	NO	NO	NO	REMAN
LUBRICATION SYSTEMS	Oct. 1, 1998	ESC	ESC I	ESC PLUS	ADVANTAGE MR	ADVANTAGE HD	ADVANTAGE PLUS	OFF	OFF	OFF	REMAN
Oil Pan, Oil Pan Plate	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Oil Pump	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Displacement Guide & Location Seal Plug	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	REMAN
Oil Cooler Housing / Bore Seal	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Oil Cooler Core	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Oil Filter Base	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
HEUI High Pressure Oil Lines oil Pump, & Injector Actuation Press Control Valve	YES	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	REMAN
COOLING SYSTEMS	Oct. 1, 1998	ESC	ESC I	ESC PLUS	ADVANTAGE MR	ADVANTAGE HD	ADVANTAGE PLUS	OFF	OFF	OFF	REMAN
Thermostat Housing and Cover	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Thermostat	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Water Pump Seals and Gaskets	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	REMAN
Water Pump Hoses & Clamps	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	REMAN
Water Manifold Housing	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
ELECTRONIC SYSTEMS	Oct. 1, 1998	ESC	ESC I	ESC PLUS	ADVANTAGE MR	ADVANTAGE HD	ADVANTAGE PLUS	OFF	OFF	OFF	REMAN
Control Module (ECM)	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Personality Module	N/A	N/A	N/A	N/A	NO	NO	NO	NO	NO	NO	REMAN
Transducer Module	N/A	N/A	N/A	N/A	NO	NO	NO	NO	NO	NO	REMAN
Road Speed Buffer	N/A	N/A	N/A	N/A	NO	NO	NO	NO	NO	NO	REMAN
Sensors (all engine sensors)	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Wiring Harness and Connectors	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Rack and Timing BTM	N/A	N/A	N/A	N/A	NO	NO	NO	NO	NO	NO	REMAN
Shut-off Solenoid	NO	NO	NO	N/A	NO	NO	NO	NO	NO	NO	REMAN
MISCELLANEOUS ITEMS	Oct. 1, 1998	ESC	ESC I	ESC PLUS	ADVANTAGE MR	ADVANTAGE HD	ADVANTAGE PLUS	OFF	OFF	OFF	REMAN
Brakeover	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Jack Brakes	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Performance Complaints & Per Tests (unless caused by covered component)	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Adjustment Tools for Fuel System	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
AK C-2000/1990K Ultra Gaskets & Bolts	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Brake Band, Brake Shoes	YES	YES	YES	YES	YES	YES	YES	YES-2	YES-2	YES-2	REMAN
Sound Suppression Fingers	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Self-Tensioning Pulley	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Nuts, Bolts, Fasteners mating to covered part	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Non-Caterpillar Parts	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Freight Charges	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN
Testing & Travel	N/A	YES-3	YES-3	YES-3	NO	NO	NO	NO	NO	NO	REMAN

This matrix is published for quick reference only and is not an all inclusive list of covered components for each extended service coverage program. Dealers should reference the back of each program registration certificate for complete listing of covered components.

LEET6524-03

FOR REFERENCE ONLY

Gaskets not listed in this matrix are not covered under any ESC Program.

ON-HIGHWAY VEHICLE ENGINE SERVICE COVERAGE MATRIX

Matrix Effective February 1, 2001

CATERPILLAR

ITEM	PROGRAM START DATE	MED DUTY 3116.3126.3208 C-10 C-12 C-15 C-16	ESQ II	ESQ PLUS	MED DUTY 3118.3126.3208 C-10 C-12 C-15 C-16	ADVANTAGE HD	ADVANTAGE PLUS	MED DUTY 3118.3126.3208 C-10 C-12 C-15 C-16	OPT	HEAVY DUTY 3118.3126.3208 C-10 C-12 C-15 C-16	OPT	HEAVY DUTY 3118.3126.3208 C-10 C-12 C-15 C-16	REMAN	REMAN
INDUCTION & EXHAUST SYSTEMS														
Exhaust Manifolds, Studs, Bolts, & Gaskets		YES		YES		NO	YES-2		YES-2		YES-2		YES	
Injectors, Gaskets, & Sleeves		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Exhaust Sleeves		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Cylinder Head Bolts		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Cylinder Head Gasket		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Freeze Plug		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Spacer Plate, Gasket, & Stud		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Spacer Deck (Block to Head)		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
In & Ex. Valve/Seals/Seals		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Valve Spring, Inlet, Guide, & Retainer		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Valve Mechanism (Includes Rocker Arm, Brackets, Bridges, Dowels Adjusting)		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Screw Nut, Shaft, & Push Tubes		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Valve Cover & Base		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Valve Cover Gasket & Base Gasket		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Camshaft		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Camshaft Bearings		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Camshaft Lifters, Arms, Followers & Clips		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Camshaft Rear Cover/Seal		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Camshaft Follow-up Covers & Gaskets		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
FRONT AND REAR COVERS														
Front Cover, Front Housing, & Plate		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Front Cover, Front Housing, & Plate Gaskets		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Front Cover Gears, Bearings & Retainers		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Subshaft Bolts		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Subshaft Bolts		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Crankshaft Seal (Front or Rear)		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Plywheel Housing		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Plywheel Housing Gasket		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Vibration Damper		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
SHORT BLOCKS														
Cylinder Block Casting		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Spacer Block (3174)		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Spacer Block O-Ring		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Engine Plug		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Crankshaft Casting		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Crankshaft Bearings, Rod, Main, and Thrust Bearings		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Connecting Rod Assembly & Bushing		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Piston, Crown, Skirt, & Drive Bushing		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Wrist Pin, Retainer Clip, and Piston Ring		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Oil Jet Tube		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Cylinder Liner		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Cylinder Liner Seals & Filler Band		YES	YES	YES		NO	NO		YES-2		YES-2		YES	
Main Bearing Cap Bolt		YES	YES	YES		NO	NO		YES-2		YES-2		YES	

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